

REQUEST FOR COUNCIL ACTION

SUBJECT: Agreement for Services with the West Jordan Historical Society

SUMMARY: Enter into Amendment No. 1 to the Agreement for Services with the West Jordan Historical Society to renew the agreement for one additional year of services.

FISCAL IMPACT: The cost to the City is \$5,993.

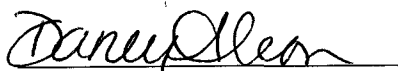
STAFF RECOMMENDATION: Staff recommends consideration of the attached Resolution, which would authorize the Mayor to execute Amendment No. 1.

MOTION RECOMMENDED:

"I move to approve Resolution No. 15-183, approving and authorizing the Mayor to sign Amendment No. 1 to the Agreement for Services between the City of West Jordan and the West Jordan Historical Society."

Roll Call vote required

Prepared by:



Darien Alcorn
Interim City Attorney

Approved by:



Mark R. Palesh
City Manager

DISCUSSION:

In 2014, the City entered into an agreement with the West Jordan Historical Society to provide certain services, including: operating the West Jordan Museum, providing education programs to school children through field trips, collecting and exhibiting artifacts and other items of historic value, cataloging and preserving histories and photographs of West Jordan residents and other activities consistent with their mission. The City paid \$5,993 for the provision of the services, which amount was based on some operating costs for the museum building, such as phone, alarm monitoring and electricity and other utilities. A copy of the 2014 agreement is attached for your reference.

The term of the agreement was from July 1, 2014 to June 30, 2015, and allowed for renewal upon mutual agreement of the City and Historical Society. If the City Council would like to continue the services and payment for an additional year, the attached Amendment No. 1 has been drafted for that purpose.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-183

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF THE AGREEMENT BY AND BETWEEN THE CITY OF WEST JORDAN AND WEST JORDAN HISTORICAL SOCIETY

Whereas, the City Council of the City of West Jordan has reviewed the Amendment No. 1 to the Agreement for Services with the West Jordan Historical Society for services to be performed during July 1, 2015 to June 30, 2016 (a copy of which is attached as exhibit A); and

Whereas, the City Council of the City of West Jordan desires that the agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute the agreement.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the attached Agreement for Services.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 23rd day of September, 2015.

CITY OF WEST JORDAN

By: _____
Mayor Kim V. Rolfe

ATTEST:

Melanie S. Briggs, City Clerk/Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Sophie Rice

Ben Southworth

Mayor Kim V. Rolfe

AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES
between the City of West Jordan and the West Jordan Historical Society

This Amendment No.1 to the Agreement for Services ("Amendment No. 1") is entered into by and between West Jordan Historical Society ("Contractor") and the City of West Jordan ("City").

RECITALS

WHEREAS, on or about October 24, 2014, City and Contractor (collectively referred to as the "Parties") entered into an agreement entitled Agreement for Services (the "Agreement"), a copy of which is filed in the office of the West Jordan City Clerk; and

WHEREAS, the Parties desire to enter into a one-year renewal of the Agreement by and through this Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment No. 1 and are made a part hereof.
2. Amended Provisions. Pursuant to Section 7 of the Agreement, the Parties agree that the term shall be extended to June 30, 2016 and may be renewed upon mutual written agreement of the Parties.
3. Effect of Amendment. Except as expressly modified herein, the terms of the Agreement shall remain as set forth therein.

IN WITNESS WHEREOF, the parties have executed this Agreement for Services by and through their respective duly authorized representatives as of this _____ day of _____, 2015.

West Jordan Historical Society, a Nonprofit Corporation

By: _____
Title: _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the _____ day of _____, 2015, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of WEST JORDAN HISTORICAL SOCIETY, a Nonprofit Corporation, that the within and foregoing instrument was signed on behalf of said corporation by authority and that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing In: _____

The City of West Jordan

By: _____
Mayor Kim V. Rolfe

ATTEST:

City Clerk

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)


On the _____ day of _____, 2015, personally appeared before me Kim V. Rolfe who being by me duly sworn did say that he is the Mayor of THE CITY OF WEST JORDAN, a Municipal Corporation, that the within and foregoing instrument was signed by authority.

NOTARY PUBLIC

My Commission Expires: _____

Residing In: _____

Approved as to Legal form:



West Jordan City Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (hereinafter referred to as "Agreement") is hereby entered into by and between THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "the City"), and the West Jordan Historical Society, a Utah nonprofit corporation (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, and the parties hereby agree as follows:

1. **CONTRACTOR SERVICES.** Contractor agrees to provide services to the City as set forth in Exhibit "1" attached hereto and by reference made a part of hereof. Contractor agrees that all services provided under this Agreement shall commence for a term of one year, beginning on July 1, 2014, and ending on June 30, 2015. Services provided under the terms of this Agreement are renewable at the sole option of the City for up to three (3) additional one year terms.
2. **COOPERATION.** The City and Contractor agree to cooperate in providing the services set forth in this Agreement.
3. **COMPENSATION.** The City and Contractor agree that the price for services provided as set forth in Exhibit "1" is in the amount of Five Thousand Nine Hundred Ninety Three Dollars (\$5,993.00) (hereinafter referred to as the "contract price"). The City agrees to compensate Contractor in the amount of the contract price. In addition to monetary compensation, the City agrees to repair the driveway on the Property as may be reasonably necessary and clear the Property of any dead or fallen trees.
 - (a) It is understood and agreed by the parties that the Contractor shall be responsible for paying any federal and state income tax, workers compensation, and other required fees and taxes.
 - (b) Contractor shall use its own vehicles and equipment for travel and performance of this Agreement. The vehicles and equipment shall be properly maintained, insured and registered, and all operating costs shall be the responsibility of the Contractor.
4. **NOTICES.** A notice or communication under this Agreement, by either party to the other, shall be deemed given or delivered if mailed, postage prepaid, addressed as follows:
 - (a) In the case of a notice or communication to the City:

Melanie Briggs, City Clerk	Darien Alcorn, Deputy City Attorney
8000 South Redwood Road	8000 South Redwood Road
West Jordan, Utah 84088	West Jordan, Utah 84088
 - (b) In the case of a notice or communication to Contractor:

Robert and Linda Dalley

1312 West 8780 South
West Jordan, Utah 84088

or if addressed in such other way in respect to either party as that party may, from time to time, designate in writing mailed as provided in this section.

5. **AUTHORITY.** The parties are authorized pursuant to Utah Code Section 10-1-202, to enter into this Agreement. This Agreement shall not be construed in any manner to bind the legislative or administrative discretion of the City or its future budget appropriations. Based upon the expertise of the parties and their representatives, it is agreed that the contract remedies provided herein are exclusive of any other remedies provided under local, state or federal law.
6. **INDEMNIFICATION, LIABILITY AND INSURANCE.** Contractor shall indemnify, defend, and hold harmless the City, its officers, agents employees and volunteers from any and all claims arising out of the activities or omissions of the Contractor, its officers, agents, employees, subcontractors and others claiming through or under Contractor, including its assignees, under this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. Contractor shall indemnify and hold harmless the City, its officers, agents, employees and volunteers from any and all claims involving worker's compensation and claims for injuries occurring upon or arising from the performance of this Agreement; Contractor shall be solely and fully responsible for the payment of such claims. Contractor shall indemnify and defend the City, its officers, agents and employees from any and all administrative claims and proceedings (such as alleged OSHA violations and similar proceedings) brought against the City, its officers, agents, employees or volunteers which arise out of the performance by Contractor of this Agreement. Contractor shall be fully responsible for the training and equipping of its workers on the premises and for any failings in such training or equipment. Contractor shall be responsible for the costs of any safety feature or improvements mandated by the performance of this agreement. At all times, Contractor shall perform the services set forth in this agreement in accordance with the regulations, standards and the instructions of the City.
7. **TERM OF AGREEMENT.** This Agreement shall be effective as of July 1, 2014, and shall continue in effect until June 30, 2015 unless terminated by notice as provided herein. This Agreement may be renewed upon mutual written agreement of the parties.
8. **AMENDMENT.** This Agreement contains the entire agreement between the parties; any prior representations, either written or oral, are hereby made a part of this Agreement. This Agreement may be amended only in writing and, signed by both parties. Any change in the scope of this Agreement which alters the costs of Contractor's services will be noted in the amendment. No additional costs shall be assumed by the Contractor for which Contractor will seek costs from the City unless both parties have agreed to such increased cost in writing.
9. **RELATIONSHIP PERSONAL IN NATURE AND NOT TO BE ASSIGNED.** The parties hereto each recognize that the relationship herein established is personal in nature and may not be assigned to any other party, without the express, written consent of the other party thereto.

10. INDEPENDENT CONTRACTOR. In the furtherance of such duties, Contractor acknowledges and agrees the services performed are as an independent contractor and not an employee of the City. Contractor, in all dealings with third parties, shall inform third-parties that the Contractor is an independent contractor and not the agent or employee of the City. It is understood that this Agreement may provide certain benefits to the Contractor which are not ordinarily available to persons providing contract services and that the granting of such benefits is not to be construed to create property rights in employment, or employment status with the City or remedies or causes of action not specifically provided for in this Agreement.

11. LAWS TO GOVERN. The parties agree that this Agreement shall be governed by the laws of the State of Utah as to interpretation and application. Venue shall be in Salt Lake County, Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement for Services by and through their respective duly authorized representatives as of this 22 day of October, 2014.

West Jordan Historical Society, a Nonprofit Corporation

By: Linda J Dally
Title: Director / president

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 3 day of November, 2014, personally appeared before me Linda F. Dally who being by me duly sworn did say that he/~~she~~ is the Director of WEST JORDAN HISTORICAL SOCIETY, a Nonprofit Corporation, that the within and foregoing instrument was signed on behalf of said corporation by authority and that said corporation executed the same.

Melanie S Briggs
NOTARY PUBLIC

My Commission Expires: July 31, 2017

Residing In: Salt Lake County



[Signatures continued on following page]

The City of West Jordan



By: _____

Mayor Kim V. Rolfe

ATTEST:

Deputy City Clerk [Signature]

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On the 24 day of October, 2014, personally appeared before me Kim V. Rolfe who being by me duly sworn did say that he is the Mayor of THE CITY OF WEST JORDAN, a Municipal Corporation, that the within and foregoing instrument was signed by authority.

[Signature]
NOTARY PUBLIC

My Commission Expires: July 31, 2017

Residing In: Salt Lake County

Approved as to Legal form:

West Jordan City Attorney



Exhibit "1"

The West Jordan Historical Society agrees to perform the following services to the City of West Jordan:

1. The West Jordan Historical Society shall operate the West Jordan Museum, open to the public Tuesday, Thursday, Saturday, and by appointment.
2. The West Jordan Historical Society shall provide education programs addressing West Jordan history for the public and school children through the use of school field trips.
3. The West Jordan Historical Society shall collect, identify, and maintain artifacts and other items of historic value to West Jordan City. Said artifacts shall be exhibited to the public.
4. The West Jordan Historical Society shall catalog and preserve family histories, including photographs, of West Jordan residents.
5. The West Jordan Historical Society shall perform any additional activities consistent with the Society's stated mission to preserve artifacts and other items of historic value to West Jordan City.

Expenses incurred by the West Jordan Historical Society to be compensated by West Jordan City:

Gas:		Water/Sewer:	
		Deposit:	\$ 0
		Connection Fee:	\$ 0
		Monthly Average:	\$ 32
Yearly:	\$852		\$ 384
Phone/Internet/Alarm Monitoring:		Insurance: Fire and Theft	
(2 Lines)		Liability Only	\$1,000
		Farm Bureau Membership	\$ 65
Yearly:	\$1,624	Yearly:	\$1,065
Electricity:		Yard Maintenance:	
		March-September	
		(6 months)	
Yearly:	\$1,274	Yearly:	\$1,200
		Sum Total:	\$5,993

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-198

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF A GROUND LEASE AGREEMENT AND AGREEMENT FOR SERVICES BETWEEN THE CITY OF WEST JORDAN AND THE WEST JORDAN HISTORICAL SOCIETY

WHEREAS, the City Council of the City of West Jordan desires to enter into a new Ground Lease Agreement and Agreement for Services with the West Jordan Historical Society, and

WHEREAS, the City Council has reviewed the two agreements with the West Jordan Historical Society, which shall not be binding upon the City of West Jordan unless and until they are fully executed by the parties; and


WHEREAS, the Mayor is authorized to execute these agreements after the City Attorney approval as to legal form,

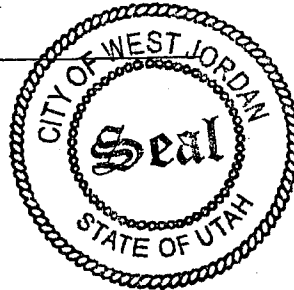
NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute the Ground Lease Agreement and Agreement for Services with the West Jordan Historical Society.

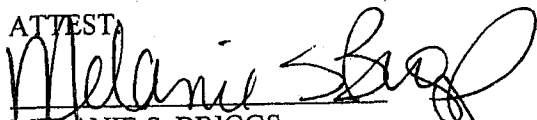
Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 22nd day of October, 2014.


Kim V. Rolfe
Mayor



ATTEST









MELANIE S. BRIGGS
City Recorder

Voting by the City Council

Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Ben Southworth
Justin D. Stoker
Mayor Kim V. Rolfe

"AYE"

"NAY"

	_____
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